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e-Stamp

Certificate No.	:	IN-KA97348474437854Q
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Account Reference	:	NONACC (FI)/ kaksfcl08/ KODIGEHALLI/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0836269071669114Q
Purchased by	:	RUDRAPRASAD CONSULTANTS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE EXECUTIVE ENGINEER BBMP BANGALORE
Second Party	:	RUDRAPRASAD CONSULTANTS
Stamp Duty Paid By	:	RUDRAPRASAD CONSULTANTS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

The Pavagada Souharda Multipurpose Co-operative Ltd. (R)

Authorised Signatories

Please write or type below this line

CONTRACT FOR CONSULTING SERVICES

Agreement No: EE/BBMP/BTP/AGR/ 104 /2018-19 **Dt: 04-09-2018**

Name of the Work: Consultancy Services for Project Management Consultancy for Package No. 03 (Package consists of 4 works).

RUDRAPRASAD CONSULTANTS BANGALORE

Consultant **Page 1 of 5** **Executive Engineer, BTP Division**

Statutory Alert:

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GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

This Contract is entered into on the between **The Executive Engineer, Byatarayanaprua Division, Yelahanka Zone, Byatarayanapura, Bangalore-560 092 on one part and Rudraprasad Consultants, No. 3, 7th main, Malleshwaram, Bangalore-560 003** on the other part.

Whereas the BBMP called the Short Term Tender Notification vide No. EE/BTP/BBMP/E-PMT/26/2017-18 through e-procurement portal for the above work.

Whereas in response to said notification **Single** tenders were received including the above consultant to execute the said work and this consultant quoted **Rs. 1,90,000.00 (Rupees One Lakh Ninety Thousand only)** which includes of all applicable taxes.

Whereas the tender quoted by the above consultant is accepted by the tender accepting authority of the BBMP, Chief Engineer, Yelahanka Zone, Dated: 27.03.2018

Whereas, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Whereas, the Consultant is willing to perform these services **"Consultancy Services for Project Management Consultancy for Package No. 03 (Package consists of 4 works)"**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i. The Consultant shall provide the personnel listed in Attachment A, "Consultant's Personnel" to perform the Services.

ii. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment B, "Consultant's Reporting Obligations".

iii. Supervision of the project, Quality Control, Quantity Assesment and other essential works upto the completion of the above project

iv. Any other details/inputs for effective execution of the project as sought by BBMP.

2. Term:

The Consultant shall perform the Services during the effective execution till the completion of allotted work. (i.e., submission of Detailed Project Report, Tender schedule and Bid Documents).

3. Payment:

A. Ceiling

For Services rendered pursuant **to Consultancy Services for Project Management Consultancy for Package No. 03 (Package consists of 4 works)"** , the Client shall pay the Consultant an amount not to exceed **Rs. 1,90,000.00 (Rupees One Lakh Ninety Thousand only)** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

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B. Schedule of Payments

The Schedule of payments for PMC shall be as under:

Sl.No	Description	Percentage payable
1	Supervision of the project, Quality Control, Quantity Assesment and other essential works upto the completion of the above project	70% of contract price
2	Certification and completion of project	30% of contract price
	TOTAL	**100%**

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

C. Payment Conditions:

Payment shall be made in Indian Rupees, following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer (Byatarayanapura Division) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

B. Reports:

The Report listed in Attachment A, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultant not to be engaged in certain activities:

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

RUDRAPRASAD CONSULTANTS BANGALORE

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The Contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service Tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client Separately.

For the Consultant

Signed By:

RUDRAPRASAD CONSULTANTS BANGALORE

Name and Designation

R. KARTHIK RECHAN
PARTNER
RUDRAPRASAD CONSULTANTS

Date:

Place:

For the BBMP

Signed By:

Name and Designation

Executive Engineer
Byatarayanapura Division
BBMP, Bangalore-92

12/07

Date:

Place:

12/07

List of Attachments to the Contract:

Attachment A: Consultants Personnel
Attachment B: Consultant's Reporting Obligations

Attachment A: Consultants Personnel

1.0 Key Professionals for the required Services

The assignment requires a Team Leader and a Traffic engineer assisted with well experienced support team, only the team leaders CV shall be evaluated

The minimum required experience and qualification are as given below

a. **Team Leader:** This is the senior most position and the expert engaged as the Team leader shall be responsible for reviewing the entire project activities and completing the entire assignment. This position requires a Senior Engineer who shall be Graduate in Civil Engineering with post graduation in Highway engineering with minimum experience of 10 years in Highway Engineering.

b. **Traffic Engineer:** This is the second senior most position and the expert engaged as traffic engineer shall be responsible for analysis for traffic and pedestrian data. This position requires a Senior Engineer who shall be Graduate in Civil Engineering with post graduation in traffic engineering with minimum experience of 10 years in Highway Engineering.

c. **Other Professional staff:** The other Key professionals indicated below shall be Civil Engineers and have a minimum of 3 years experience in the relevant field.

d. **Disputes if any:** Dispute if any, between the client and the Consultant, the decision of the commissioner, BBMP, Bangalore is final and binding on both the Client and Consultant

1.1 Specific Responsibilities of the Consultant

- The Consultant shall be fully responsible for collecting data and information from the Government agencies.
- All information, data and reports obtained from these agencies in the execution of the services shall be properly reviewed and analysed by the Consultant.

Attachment B: Consultant's reporting Obligations

Sl. No.	Description	Time Schedule	No. of Copies
1.	Inception Report and Quality Assurance Plan	Within 7 days after Mobilization	3
2.	Monthly Progress Report	By the 5th of each month	3
3.	Final Report	One Week after Completion of the Work	3
4.	Quality Assurance Report	Along with the R. A. Bills	---

RUDRAPRASAD CONSULTANTS BANGALORE

Consultant

Executive Engineer, BTP Division 12/07

12/07